

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2016-89-E**

IN RE:	)	
Lily Solar LLC,	)	
	)	
Complainant/Petitioner,	)	<b>LILY SOLAR LLC'S</b>
vs.	)	<b>FIRST SET OF INTERROGATORIES</b>
	)	
South Carolina Electric & Gas Company,	)	
	)	
Defendant/Respondent.	)	
	)	

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**TO: K. CHAD BURGESS, ESQUIRE, ATTORNEY FOR DEFENDANT/RESPONDENT:**

The above-named Complainant/Petitioner, Lily Solar LLC, (hereinafter as, "Lily Solar", pursuant to Regs 103-835 and Rule 33, of the South Carolina Rules of Civil Procedure, hereby serves the Defendant/Respondent, South Carolina Electric & Gas Company with Lily Solar's LLC's First Set of Interrogatories, to be answered separately within thirty (20) days from the date of service hereof. Please set forth your answers separately, after restating the question.

**INSTRUCTIONS**

**IT IS HEREIN REQUESTED:**

1. That all information shall be provided to the undersigned in the format as requested.
2. That all responses to the below Interrogatories shall be labeled using the same numbers as used herein.
3. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to these Interrogatories in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications of the data requested below be directed to the undersigned.
5. That all exhibits be reduced to an 8 1/2" x 11" format.
6. That each Interrogatory be reproduced at the beginning of the response thereto.

7. If the response to any Interrogatory is that the information requested is not currently available, state when the information requested will become available.

8. These Interrogatories shall be deemed continuing, so as to require Defendant/Respondent to supplement or amend its responses as any additional information becomes available up to and through the date of trial.

9. If a privilege not to answer an Interrogatory is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

10. If a refusal to answer an Interrogatory is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.

11. Answer each Interrogatory on the basis of the entire knowledge of Defendant/Respondent, including information in the possession of Defendant/Respondent, or its consultants, representatives, agents, experts, partners, employees, independent contractors and attorneys, if any.

12. If any Interrogatory cannot be answered in full, answer to the extent possible and specify the reasons for Defendant/Respondent's inability to answer.

### **DEFINITIONS**

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. **"You" or "your" shall refer to**, Defendant/Respondent, South Carolina Electric & Gas Company, (hereinafter sometimes referred to as, "SCE&G").

2. **The conjunctions "and" and "or" shall be interpreted** in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.

3. **"Contract", or "Agreement",** refers to the documents from the Interconnection Application from Lily Solar to Defendant/Respondent.

4. **“Document” shall mean** all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cable, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. Media includes data on computers, laptop computers, netbook computers, cell phones, telephones, PDA’s, Blackberry’s or Blackberry type devices, smart phones, external hard drives and flash drives or storage devices of any type, of SCE&G and specifically includes the computer and or laptop computers utilized by Representatives of SCE&G. Media means media, as broadly as the term “media” may be defined, that contains electronic data, as to the Interaction between Lily Solar and SCE&G.

5. **“Identify” or “identity”** used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the same time in question.

6. **“Identify” or “identity”** used with reference to a writing means to state the date, author, type of document (e.g. letter, memorandum, telegram, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in your possession or subject to their control, state what disposition was made of the document(s).

7. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

**FIRST SET OF INTERROGATORIES**

1. Set forth the names and addresses of person(s) known to the Defendant/Respondent or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.
2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession, that relate to the claim or defense in this matter.
3. Set forth the names and addresses of any expert witnesses whom you propose to use as a witness at trial of the case.
  - a. the subject matter on which the expert witness is expected to testify;
  - b. the conclusions and/or opinions of the expert witness and the basis therefor;
  - c. the qualifications of each expert witness and the basis therefor; and
  - d. the identity of any written reports of the expert witness regarding the claims that are the subject of this suit.
4. For each person known to you or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the Plaintiff of the important facts known to, or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.
5. Set forth the date and particulars of all electronic or written communications with leadership or members of the South Carolina Solar Business Alliance, from January 1, 2015, until the present.
6. Set forth the names and titles of Representatives of Defendant/Respondent who attended the scoping meeting between the parties in March, 2015.
7. Set forth the names and titles of Representatives who have attended/participated in meeting held by the South Carolina Solar Business Alliance. Also set forth the date/time and subject matter of those specific meetings.
8. Identify all employees of SCE&G, involved with the Interconnection Application from Lily Solar, from January, 2015 to the present, and state whether any of those employees are or were also employed by any parent, subsidiary, affiliate, or sister company of SCE&G during that period of time.

9. Identify and set forth all written communications, made or received by representative or staff of SCE&G regarding IN RE: Joint Application of Duke Energy Carolinas, LLC, Duke Energy Progress, LLC, and South Carolina Electric & Gas Company for Approval of the Revised South Carolina Interconnection Standard, Docket No. 2015-362-E, before the Public Service Commission of South Carolina. For each such communication, identify the subject of the communication; the type of communication; the names of the persons involved; the date and time of the communication; the place of the communication; and the person(s) who made the statement(s).

10. State in detail the nature of the relationship between you and Matthew J. Hammond from January, 2015 to the present, including, but not limited to, his position with You or any parent, subsidiary, affiliate, or sister companies, his responsibilities, any financial incentives he was offered or received related to developing solar projects, his role in developing solar projects, and his role in making interconnection requests and obtaining interconnection agreements.

11. State in detail the nature of the relationship between you and DJ Stone from January, 2015 to the present, including, but not limited to, his position with you or any parent, subsidiary, affiliate, or sister companies, his responsibilities, any financial incentives he was offered or received related to developing solar projects, his role in developing solar projects, and his role in making interconnection requests and obtaining interconnection agreements.

12. State in detail the nature of the relationship between you and Steven S. Belle from January, 2015 to the present, including, but not limited to, his position with you or any parent, subsidiary, affiliate, or sister companies, his responsibilities, any financial incentives he was offered or received related to developing solar projects, his role in developing solar projects, and his role in making interconnection requests and obtaining interconnection agreements.

13. State in detail the nature of the relationship between you and the South Carolina Solar Business Alliance from January, 2015 to the present.

14. State in detail each meeting(s) representatives or employees of SCE&G attended with the South Carolina Solar Business Alliance from January, 2015, to the present.

15. State the name of the individual(s), employee(s) of SCE&G, involved in making the decision to offer Lily Solar a Small Generator Interconnection Agreement, as a result of Lily Solar's Interconnection Application with Defendant/Respondent.

16. Set forth the name of SCE&G employees/staff individuals that preformed the Impact Study, related to Lily Solar's Interconnection Application and the amount of time each employee/staff member spent on the Impact Study.

17. Set forth the amounts and date received of all the deposits/fees received from Lily Solar as a result of Lily Solar's Interconnection Application from January, 2015, until the present.

/S/

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(803) 251-7442  
Attorney for Lily Solar LLC

May 20, 2016

Columbia, South Carolina

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2016-89-E**

IN RE: )  
Lily Solar LLC, )  
 )  
Complainant/Petitioner, )  
vs. )  
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South Carolina Electric & Gas Company, )  
 )  
Defendant/Respondent. )  
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---

**LILY SOLAR LLC'S  
FIRST REQUESTS FOR  
PRODUCTION**

**TO: K. CHAD BURGESS, ESQUIRE, ATTORNEY FOR DEFENDANT/RESPONDENT:**

The above-named Complainant/Petitioner, Lily Solar LLC, (hereinafter as, "Lily Solar", pursuant to Regs 103-835, hereby serves the Defendant/Respondent, South Carolina Electric & Gas Company with Lily Solar's LLC's First Requests for Production, to be answered separately within twenty (20) days from the date of service hereof. Please set forth your answers separately, after restating the question.

This Request for Production shall be deemed continuing, and if complete production to any of them is not presently available, and the information becomes available before trial, supplemental production is required at such time as this information becomes available to Plaintiff.

IF YOU CONTEND THAT ANY OF THE REQUESTED MATERIAL NEED NOT BE PRODUCED, IDENTIFY SUCH MATERIAL AND SET FORTH THE BASIS FOR YOUR CONTENTION IN ACCORDANCE WITH RULE 26(b)(5) OF THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.

**INSTRUCTIONS**

**IT IS HEREIN REQUESTED:**

1. That all information shall be provided to the undersigned in the format as requested.
2. That all responses to the below Requests for Production shall be labeled using the same numbers as used herein.
3. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to these Requests for Production in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications of the data requested below be directed to the undersigned.



5. That all exhibits be reduced to an 8 1/2" x 11" format.

6. That each Request be reproduced at the beginning of the response thereto.

7. That Defendant/Respondent provides the undersigned with responses to these Requests for Production as soon as possible but **not later than twenty (20) days from the date of service hereof.**

8. If the response to any Requests for Production is that the information requested is not currently available, state when the information requested will become available.

9. These Requests for Production shall be deemed continuing so as to require Defendant/Respondent to supplement or amend its responses as any additional information becomes available up to and through the date of trial.

10. If a privilege not to answer a Request is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

11. If a refusal to respond to a Request is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.

12. Answer each Request on the basis of the entire knowledge of Defendant/Respondent, including information in the possession of Defendant/Respondent or its consultants, representatives, agents, experts, operating divisions, business divisions, assigns, partners, and attorneys, if any.

13. If any Request cannot be answered in full, respond to the extent possible and specify the reasons for Defendant/Respondent's inability to produce.

### **DEFINITIONS**

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. **"You" or "your" shall refer to**, Defendant/Respondent, South Carolina Electric & Gas Company, (hereinafter as, "SCE&G").

2. **The conjunctions "and" and "or" shall be interpreted** in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.



3. **“Contract”, or “Agreement”**, refers to the documents from the Interconnection Application from Lily Solar to Defendant/Respondent.

4. **“Document” shall mean** all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cable, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. Media includes data on computers, laptop computers, netbook computers, cell phones, telephones, PDA’s, Blackberry’s or Blackberry type devices, smart phones, external hard drives and flash drives or storage devices of any type, of SCE&G and specifically includes the computer and or laptop computers utilized by Representatives of SCE&G. Media means media, as broadly as the term “media” may be defined, that contains electronic data, as to the Interaction between Lily Solar and SCE&G.

5. **“Identify” or “identity”** used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the same time in question.

6. **“Identify” or “identity”** used with reference to a writing means to state the date, author, type of document (e.g. letter, memorandum, telegram, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in your possession or subject to their control, state what disposition was made of the document(s).

7. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

**FIRST REQUEST FOR PRODUCTION**

1. Produce a copy of the Defendant/Respondent's Large Generator Interconnection Procedure that was in effect on January 1, 2015.

2. Produce monthly reports of your Interconnection queue for the time frame of January 2015 through April 2016.

3. Produce any and all statements, written, oral or transcribed of any individual that relates in any manner to the claims set forth in Lily Solar's Complaint and SCE&G's claimed defense thereto.

4. Produce any and all diagrams, sketches, drawings, maps, prints, negatives and layouts of any kind that relates in any manner to the claims set forth in Lily Solar's Complaint and SCE&G's claimed defense thereto.

5. Produce all documents, consistent with Lily Solar's definitions set forth herein, and referred to in responding to Lily Solar's First Set of Interrogatories.

6. Produce all documents, consistent with Lily Solar's definitions set forth herein, and referred to in responding to Lily Solar's First Request for Admissions.

7. Produce any and all documents, consistent with Lily Solar's definitions set forth herein, photographs, videos, or recordings related to the claims set forth in Lily Solar's Complaint and SCE&G's claimed defense thereto.

8. Produce all reports or other documents prepared by any expert witness retained by SCE&G in this case, including a current curriculum vitae.

9. Produce all documents, consistent with Lily Solar's definitions set forth herein, and relating in any way to this Action, including without limitation, all documents SCE&G intends to use as exhibits in defending Lily Solar's Complaint before the Public Service Commission of South Carolina.

10. Produce all documents, notes, and communications prepared, maintained, made, sent, or received by SCE&G concerning the subject matter of this Complaint.

11. Produce all documents, written or electronic communications, SCE&G claims to have provided to or received from Lily Solar or anyone acting on Lily Solar's behalf regarding the interconnection request described in Lily Solar's Complaint.

12. Produce any and all documents, consistent with Lily Solar's definitions set forth herein, and communications prepared, maintained, made, or received by SCE&G regarding IN RE: Joint Application of Duke Energy Carolinas, LLC, Duke Energy Progress, LLC, and South Carolina Electric & Gas Company for Approval of the Revised South Carolina Interconnection Standard, Docket No. 2015-362-E, before the Public Service Commission of South Carolina.

/S/

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508 Hampton Street, Suite 300  
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(803) 251-7442  
Attorney for Lily Solar LLC

May 20, 2016  
Columbia, South Carolina

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2016-89-E**

IN RE: )  
Lily Solar LLC, )  
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Complainant/Petitioner, )  
vs. )  
South Carolina Electric & Gas Company, )  
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Defendant/Respondent. )  
\_\_\_\_\_ )

**LILY SOLAR LLC'S  
FIRST SET OF REQUESTS FOR  
ADMISSIONS, SUPPLEMENTAL  
INTERROGATORY AND  
SUPPLEMENTAL REQUEST FOR  
PRODUCTION**

**TO: K. CHAD BURGESS, ESQUIRE, ATTORNEY FOR DEFENDANT/RESPONDENT:**

The above-named Complainant/Petitioner, Lily Solar LLC, (hereinafter as, "Lily Solar", pursuant to Regs 103-835 and Rule 36, of the South Carolina Rules of Civil Procedure, hereby serves the Defendant/Respondent, South Carolina Electric & Gas Company with Lily Solar's LLC's First Set of Requests for Admissions, Supplemental Interrogatory and Supplemental Request for Production to be answered separately within twenty (20) days from the date of service hereof. Please set forth your answers separately, after restating the question.

**DEFINITIONS**

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. **"You" or "your" shall refer to**, Defendant/Respondent, South Carolina Electric & Gas Company, (hereinafter as, "SCE&G").
2. **The conjunctions "and" and "or" shall be interpreted** in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.
3. **"Contract", or "Agreement",** refers to the documents from the Interconnection Application from Lily Solar to Defendant/Respondent.

4. **“Document” shall mean** all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cable, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. Media includes data on computers, laptop computers, netbook computers, cell phones, telephones, PDA’s, Blackberry’s or Blackberry type devices, smart phones, external hard drives and flash drives or storage devices of any type, of SCE&G and specifically includes the computer and or laptop computers utilized by Representatives of SCE&G. Media means media, as broadly as the term “media” may be defined, that contains electronic data, as to the Interaction between Lily Solar and SCE&G.

5. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

6. **For the purposes of this Discovery**, the time period covered shall extend back to January, 2015, until the date of these presents.

#### **FIRST REQUESTS FOR ADMISSIONS**

1. Admit that Defendant/Respondent has now removed the Large Generator Interconnection Procedures document from your OASIS website.

2. Admit that Defendant/Respondent never corresponded directly with Lily Solar as to Defendant/Respondent’s filing at the Public Service Commission of South Carolina, concerning a revised Interconnection Standard in South Carolina.

3. Admit that SCE&G was one of the joint applicants in Public Service Commission of South Carolina Docket 2015-362-E.

4. Admit that employees/staff/representatives of Defendant/Respondent have attended/participated in a South Carolina Solar Business Alliance meeting(s).
5. Admit that, under SCE&G's Large Generator Interconnection Procedure, SCE&G was required to tender a Large Generator Interconnection Agreement.
6. Admit that SCE&G required and accepted deposits from Lily Solar of at least \$150,000, as deposits, or fees, or Study payments.
7. Admit that Lily Solar completed all of the requirements of SCE&G's Large Generator Interconnection Procedure.
8. Admit the genuineness of Exhibit "A", attached hereto.
9. Admit the genuineness of Exhibit "B", attached hereto.
10. Admit the genuineness of Exhibit "C", attached hereto.
11. Admit the genuineness of Exhibit "D", attached hereto.
12. Admit the genuineness of Exhibit "E", attached hereto.
13. Admit the genuineness of Exhibit "F", attached hereto.

#### **SUPPLEMENTAL INTERROGATORY**

1. To the extent you denied any Request for Admission above, for each Request for Admission denied, state separately, with particularity and in detail, the basis and reasons for such denial and state the full name, title, job description if applicable, phone number, and present or last known business and residence addresses of any witness(es) having any information regarding or who may testify regarding the basis for your denial.

#### **SUPPLEMENTAL REQUEST FOR PRODUCTION**

1. To the extent you denied any Request for Admission above, produce any and all documents or other materials supporting your denial.

**[Signature Page Follows]**

/S/

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May 20, 2016

Columbia, South Carolina